





## To-day's Advertisements.

THE SALE OF KOWLOON INLAND LOT No. 39, at YAU-MA-TEI, POSTPONED (Yesterday, the 25th instant, on account of bad weather; will take place TO-MORROW, 27th instant, at 3 p.m.)

J. M. PRICE, Surveyor-General.

1403

ZEILAND LODGE.

No. 525.

A Regular MEETING of the above LODGE will be held in PARKERSON'S Hall, Zealand Street, on MONDAY NEXT, the 1st August, at 8.30 p.m. precisely. VISITING BROTHERS are cordially INVITED.

Hongkong, July 26, 1887. 1401

NETHERLANDS INDIA STEAM NAVIGATION COMPANY, LIMITED.

FOR SINGAPORE AND PENANG.

The Co.'s Steamship, *Celebes*, will be despatched above on FRIDAY, the 29th instant, at 3 p.m.

For Freight or Passage, apply to JARDINE, MATHESON & Co., Agents.

Hongkong, July 26, 1887. 1402

STEAM TO YOKOHAMA, VIA NAGASAKI AND KOBE.

(Passing through the INLAND SEA.)

The F. & O. S. N. Co.'s Steamship, *Geling*, will leave for the above places on SATURDAY, the 30th July, at Noon.

E. L. WOODIN, Acting Superintendent.

P. & O. S. N. Co.'s Office, Hongkong, July 26, 1887. 1406

EASTERN AND AUSTRALIAN STEAMSHIP COMPANY, LIMITED.

FOR SYDNEY, MELBOURNE AND ADELAIDE.

(Calling at PORT DARWIN, and taking through cargo to NEW ZEALAND, TASMANIA, &c.)

The Steamship, *Tamaloona*, Captain CRAIG, will be despatched for the above ports on SATURDAY, the 6th August, at 4 p.m.

For Freight or Passage, apply to RUSSELL & Co., Agents.

Hongkong, July 26, 1887. 1405

NOTICE.

COMPAGNIE DES MESSAGERIES MARITIMES.

PAQUEBOT POSTE FRANCAIS.

The Co.'s Steamship, *Djinnah*, will be despatched for SHANGHAI, KOBE, and YOKOHAMA shortly after her arrival from Europe.

G. DE CHAMPEAUX, Agent.

Hongkong, July 26, 1887. 1599

NOTICE.

COMPAGNIE DES MESSAGERIES MARITIMES.

PAQUEBOT POSTE FRANCAIS.

The Co.'s Steamship, *Volga*, will be despatched for SHANGHAI on the 6th August.

G. DE CHAMPEAUX, Agent.

Hongkong, July 26, 1887. 1406

## To-day's Advertisements.

FOR SHANGHAI.

The Steamship, *Ningpo*, Captain E. SCHULTZ, will be despatched for the above port TO-MORROW, the 27th inst., at Noon.

For Freight or Passage, apply to SIEMSEN & Co., Agents.

Hongkong, July 26, 1887. 1397

OCEAN STEAMSHIP COMPANY.

FOR SHANGHAI VIA AMOY.

(Taking Cargo & Passengers at through rates for NINGPO, CHEFOO, NEW CHWANG, KIANTSIN, HANKOW and other ports on the YANGTZE.)

The Co.'s Steamship, *Laertes*, Captain SCHULTZ, will be despatched for the above ports on MONDAY, the 1st proximo.

For Freight or Passage, apply to BUTTERFIELD & SWIRE, Agents.

Hongkong, July 26, 1887. 1397

FOR NAGASAKI, KOBE AND YOKOHAMA.

The Steamship, *Laertes*, Captain SCHULTZ, will be despatched for the above ports on MONDAY, the 1st proximo.

For Freight or Passage, apply to BUTTERFIELD & SWIRE, Agents.

Hongkong, July 26, 1887. 1397

SHIPPING.

ARRIVALS.

July 26, 1887.

*Ningpo*, British steamer, from 1st of 1st.

*Laertes*, British steamer, 1,391, R. F. Scale, London June 11, and Singapore July 26, General. Butterfield & Swire.

*Retenna*, British steamer, 2,414, A. B. Daniell, Shanghai July 25, Mails and General. P. & O. S. N. Co.

*Yangtze*, British steamer, 814, T. W. Starling, Shanghai July 17, General. Siemssen & Co.

*Afghan*, British steamer, 1,439, George, Roy, Yokohama July 7, Kobe 15, and Kuchino 24, General. Gies, Livorno & Co.

*Prof. Danial*, 397, China A. Land, Haiphong July 24, General. Arnold, Kuchino & Co.

*Ana Bertha*, German barque, from Whampoa.

*Tachow*, British steamer, 862, Joseph, Newton, Bangkok July 18, and Haiphong 20, Rice and General. Yuen Fat Hong.

*Malay*, Chinese ship, 239, H. J. Mook, Haiphong July 22, General. Weller & Co.

DEPARTURES.

July 26.

*China-see*, for Shanghai, *Navigant*, for Singapore, *Laertes*, for Hongkong, *Retenna*, for Amoy and Pakhoi, *Yangtze*, for Amoy and Manila, *Prof. Danial*, for Amoy and Manila.

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## SHIPPING REPORTS.

The British steamer *Yangtze* reports: Left Singapore on the 20th instant; had light southerly winds to Palo Sapato; thence to Paracel, strong S.W. winds; and thence to port, moderate to light, and fine, throughout.

The British steamer *Ranana* reports: Left Shanghai on the 25th instant, experienced strong S.E. wind and fine weather on leaving; and moderate to Turnabout; thence to arrival, light winds and fine weather. On Sunday, 24th July, passed French mail steamer *Ara*, off Seven Stars, bound Shanghai.

The British steamer *Yangtze* reports: Left Shanghai on the 17th instant; had moderate weather, but confused sea to Breaker Point; off latter had a break-down in the engine room, but after repairs, came to anchor, and towed to port.

The British steamer *Afghan* reports: From Japan to Turnabout Islands, had strong N.E. winds and heavy sea from S.E.; thence S.E. wind moderating and fine clear weather. Arrived Hongkong, 6 a.m. 26th July.

The British steamer *Tachow* reports: Left Bangkok on the 18th instant, 8 p.m.; experienced fresh and strong S.W. winds to Palo Obi; thence to Padaran, fine weather and light winds. Arrived Hongkong, 6 a.m. 26th July.

The British steamer *Laertes* reports: Left Bangkok on the 18th instant, 8 p.m.; experienced fresh and strong S.W. winds to Palo Obi; thence to Padaran, fine weather and light winds. Arrived Hongkong, 6 a.m. 26th July.

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## MEMOS. FOR TO-MORROW.

Shipping.

Noon.—Pekin leaves for Shanghai.

Noon.—Ningpo leaves for Shanghai.

3 p.m.—Auction of Kowloon Island Lot No. 395 at Yau-ma-tei.

Auctions.

General Memoranda.

Tuesday, July 26.—

Goods per Steamer *Ara* unloaded after Noon subject to rent.

Saturday, July 30.—

2 p.m.—Auction of Household Furniture, &c., at the residence of Mrs. M. de Almeida, Hamilton, Fair View, No. 5, Cairns Road.

Monday, August 1.—

9 a.m.—Meeting of Shareholders of the H.K. & S. M. Steamship Co., Ltd., at No. 7, Queen's Road Central.

Goods per *Laertes* unloaded after this date subject to rent.

9 p.m.—Meeting of Zealand Lodge.

Vol. XV.—No. 6.

OF THE

'CHINA REVIEW'

NOW READY.

A. S. WATSON & CO., LIMITED.

SUMMER REQUISITES.

FRUIT CORDIALS:

LIME JUICE, RASPBERRY, STRAWBERRY, CHERRY, PINE APPLE, DAMSON, ORANGE JUICE.

MONTERRAT LIME FRUIT JUICE.

ACQUITTED LIME FRUIT TABLETS.

Maison & Son's New Patent.

WATER FILTERS.

FRIGID HEAT LOGS.

BAY RUM, TOILET VINEGAR, CARBOLIC, EAU DE-COLOGNE.

A. S. WATSON & CO., LTD.

THE HONGKONG DISPENSARY, ESTABLISHED 1841.

Hongkong, June 13, 1887. 1121

BIRTH.

At Shanghai, on the 19th inst., the Wife of HENRY OLLERSEN, of a Son.

DEATH.

At Shanghai, on the 19th inst., THOMAS GOSWELL, French Municipal Accountant, aged 61 years.

The publication of this issue commenced at 7.45 p.m.

The China Mail.

HONGKONG, TUESDAY, JULY



Mexicana, but that was understood by the witness. He was certainly told that the coal was for the use of the ship on the voyage. Mr. Richards told him that the (plaintiffs) were negotiating for about 600 tons of cargo.

The evidence of one of the defendants' partners was next given, which had reference chiefly to the charter party and the appointment of Messrs. Jardine, Matheson & Co. as agents, and was corroborative of the statements in the defendant's answer to the petition. Witnessing the coal to the vessel it was a matter of ordinary agency under the charter. After some further evidence of a similar nature had been read.

Mr. Francis, Q.C., referred to one of the cases quoted yesterday by the Acting Attorney General, in reference to the question of 'intention.' He went on to contend that if the plaintiffs had shown any intention of retaining their control over the coal after it was placed on board the vessel, it would be a very different case from what it was, but in no way had they shown that intention. The jury had simply to infer what their intentions were from what their acts and writings showed.

His Lordship said he should certainly point out to the jury that the intentions of the plaintiffs were only to be inferred from the evidence they had as to the acts and words of the plaintiffs at the time.

Mr. Francis then addressed the jury. Dealing first with the nature of the agency, he maintained that it was the duty of the plaintiffs' agents to do all that was necessary to enable the ship to proceed on her voyage. They bought this coal—his learned friend had said—with their own money and in their own name. But in what capacity had they purchased it? It was simply as agents for the Company Mexicana. As to the Company Mexicana, he said that it was a company formed for the purpose of carrying on the coal trade, and that it was the duty of its agents to do all that was necessary to enable the ship to proceed on her voyage.

He then dealt with the question of the coal being purchased for the use of the ship. He said that the coal was purchased for the use of the ship, and that it was the duty of the plaintiffs' agents to do all that was necessary to enable the ship to proceed on her voyage. He then dealt with the question of the coal being purchased for the use of the ship.

The Acting Attorney General contended that the plaintiffs' purchase of the coal for the vessel was a matter of ordinary agency under the charter.

His Lordship accordingly gave judgment for the defendant, with costs of both trials.

H.B.M.'s SUPREME COURT FOR CHINA AND JAPAN.

Before Sir R. T. KENNEDY, H.M.'s Chief Justice.

VON DEUBSCHKE v. HONGKONG & SHANGHAI BANK.

This was a bill brought by Sir John Deubuschke against the Hongkong and Shanghai Bank, to recover a sum of £3,367.18, being the amount of loss sustained by the alleged wrongful action of the bank in removing the plaintiffs' goods.

From the pleadings in this case it appeared that in the month of 1885 and spring of 1886, the plaintiff overtook an account at the bank, and as security against such overdraft, signed promissory notes, and further, gave the bank letters of hypothecation on certain goods then stored in his godowns. Shortly afterwards the bank took possession of the goods and pledged and removed them from the plaintiff's control into other godowns, and the present suit was brought to recover the sum which the plaintiff alleged he had lost by the action of the bank.

The facts in the case were not disputed, and the Court proceeded to decide the question to be decided was whether the bank's action was legal or not, the question as to recovery for loss sustained depending entirely on the decision which might be arrived at on the first issue.

The plaintiff, on being sworn, recapitulated the facts as given above and argued that the bank's action was illegal because they had seized his goods without previously demanding payment of the amount due by him. He denied that his goods had ever been attached by the German Consul Court, alleging that the action of the then Acting German Consul had been ultra vires and illegal. The promissory notes given to the bank had never been presented for payment, and he contended that the letters of hypothecation which he had signed were intended solely as supplementary security to the promissory notes, and could only be enforced on failure on his part to pay these. Such failure not having taken place at the time of seizure he contended that the seizure had been illegal, and therefore null and void, and that he was entitled to the return of his goods.

On the other hand, the bank contended that the seizure was legal, and that the plaintiff was bound to pay the amount due by him, and that the bank was entitled to the return of its goods.

The Court, after considering the evidence, decided in favor of the bank, and ordered the plaintiff to pay the amount due by him, with costs.

OUR NEW GOVERNOR.

WHAT THE NEWFOUNDLAND PRESS SAYS OF HIM.

We received by the English mail yesterday copies of the Daily Colonist and the Evening Mercury of Newfoundland containing articles on the appointment of Sir William Dea Vaux to the Governorship of Hongkong.

The Daily Colonist says:—His Excellency Sir William Dea Vaux has been appointed Governor of Hongkong. On leaving England he was accompanied by his family, and he is expected to arrive in Hongkong about the middle of next month.

The Evening Mercury says:—His Excellency Sir William Dea Vaux has been appointed Governor of Hongkong. He is a man of high standing and ability, and is expected to bring with him a large number of officials and staff.

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Mr. Lettice, agent of the defendants, deposed that in the spring of 1886, hearing that the plaintiffs' goods were attached by order of the German Consul Court, he produced the plaintiffs' letters of hypothecation to the German Consul, and applied for the release of the goods. This was granted, and the defendants thereupon removed the goods from the plaintiffs' custody. This course was necessary for the protection of the bank's interest in the goods, and was entirely justified by the terms of the letters of hypothecation signed by the plaintiff. His Lordship here intimated to the plaintiff that he was clearly of opinion that the defendants had not exceeded their legal rights in the removal of the goods, and pointed out that if the plaintiff desired a decree for an account to be taken of the dealings between himself and the defendants, he would be allowed to amend his petition as to entitle him to such relief. The plaintiff declining to amend himself of this offer, His Lordship gave judgment for the defendants, dismissing the petition with costs.

RITTER & JARDINE, MATHESON & CO.

The plaintiff in this case sued for the value of a cargo of coal shipped from Hongkong to the Messageries Maritimes and forwarded from Shanghai by one of the defendant Company's steamers. The cargo on arrival in Shanghai had been found to be leaking, and on reaching Tientsin was empty. The defendant Company, before being called upon to deliver the cargo, had been informed by the plaintiff's agent that the cargo was leaking, and had been ordered to stop the leakage.

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fully established, that no more popular governor ever ruled over Newfoundland. He came here when the island was in a hostile state of feeling, arising out of the unfortunate troubles that had happened a few years previously. The good example which he set, of tolerance and liberality towards all denominations, has done much to soothe irritated feeling and bring about a charitable forbearance which now happily exists. Though having governed in circumstances previously to his assumption of the governorship of this island, he at once adapted himself to the circumstances of this self-governing dependency of the Empire, and in a single year has ever occurred, but that himself and his Executive. His comprehensive grasp of the 14th of January, on the issues arising out of the contention on the bill, at once showed his great literary skill and his desire to promote the interests of the people of this country. This desire has been frequently manifested by Sir Wm. Dea Vaux and his admirable Lady. They have been always at the service of the various charities with the practice of their presence, and the aid of their purse, and the kindness of heart to the poor, and the welfare of the people of this country. Like all men of scholarly attainments and true culture, he is neither proud nor assuming, and is a gentleman who wears well, and respect increases for him the better he is known.

The governorship of Hongkong, we understand, is one of the great prizes in the gift of the Imperial Government, and is worth \$30,000 a year, and is given only to such as have proved to be fit for the very highest and responsible position.

When a man is appointed to this position, he is not only a member of the Imperial Government, but he is also a member of the Hongkong Government, and is responsible to the Hongkong people for his conduct.

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locked to China in enormous numbers, and the Germans have become a power in the land. It is a fact that the German traders that I was naturally anxious to learn what were the views of one who had himself come into contact and composition with the 'Germans.' The German, my friend said, is in the first place, a better linguist than the Englishman—the word to include all who speak English. In the second place, he will work for less than our countrymen will take. And, in the third place, he will 'low-to' to the Chinaman, which the Britisher won't do. The other hand, the British has the start as the first comer, and that means a good deal in a conservative country such as China; and as a trader he is bolder and more adventurous than the German. This conservative instinct is really the rock on which the British trader has built. A Chinaman, on the other hand, is a man who will not dream of taking one on which the name of 'Rogers' is not found. No matter how excellent the workmanship, everything which does not bear the impress of the famous Sheffield firm is once rejected. This particular aversion to anything but the best of quality is a very good thing, but it is a heavy sin, and is producing its inevitable results. The German trader, too, was monopolizing the coasting trade, because a Chinaman who chartered a British vessel for the transport of coals from one port to another was punished by regulations as to the number of men who could be lawfully carried. German vessels were subject to no such regulations, and the crowding was, perhaps, disgusting. All this may serve to explain the hold which German traders have gained in China. But it is not the only reason. The German trader has a great advantage over the British trader in the fact that he is a better linguist than the British trader. The German trader has a great advantage over the British trader in the fact that he is a better linguist than the British trader.

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The 300,000 in connection with military operations in the East. In accordance with instructions issued early last year the total amount is henceforth to be remitted yearly to Peking, to meet the expenses of the Board of Admiralty. The total collection of import and export duties and of duties on foreign opium—amounting to the quarter under review to £1,468,297, 67.5, the two-fifths of which—representing £1,173,933.63; from which the following payable to be deducted. To frontier military expenditure, £13,310,000; to Imperial Household, £18,000; to increase of Peking salaries, £5,000; to other duties, £1,468,297, 67.5, the two-fifths of which—representing £1,173,933.63; from which the following payable to be deducted. To frontier military expenditure, £13,310,000; to Imperial Household, £18,000; to increase of Peking salaries, £5,000; to other duties, £1,468,297, 67.5, the two-fifths of which—representing £1,173,933.63; from which the following payable to be deducted. 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